

# 2023-24 TERM LEASE



This agreement executed on: \_\_\_\_\_

Lease Completed Date: \_\_\_\_\_

**WITNESS THAT: BASHAM RENTALS, Lessor**, hereby leases to the following persons separately and jointly as Lessee:

\_\_\_\_\_

\_\_\_\_\_

The Lessor leases to Lessee, the premises known as, \_\_\_\_\_ located in **West Lafayette**, Indiana, for the term of **349** days starting at 9:00 am on the **18 day of August, 2023**, and ending at 11:59 pm on the **31 day of July, 2024**. This term consists of twelve rent payments specified below. A security deposit fee, an application fee of \$60.00, and a copy of a government issued photo ID per person are collected. A condition precedent to the commencement of this Lease and Tenant's possession of the Premises shall be the completion of a Lease Paperwork Package which includes the following documents: lease; lease explanation/understanding checklist; cleaning checklist; security deposit; application fee; photo ID and mixed renewal form (when applicable). In the event that any document contained within the Lease Paperwork Package is not completed by Tenant within five (5) days of starting the lease, Landlord shall have the option to terminate this Lease immediately upon written notice of same to Tenant. Lessee would forfeit any and all monies already collected to Lessor.

**MOVE IN.** The guaranteed move-in date is the first day of the lease. An early move-in date is NOT a guarantee. If Lessor contacts the Lessee with a possible early move-in date and a Lessee moves in early, it is agreed they will pay pro-rated rent for these additional days (in residence).

**RENT.** The lessee promises to pay the Lessor as rent the sum of \$ \_\_\_\_\_ dollars for the whole term. Payments are to be made in equal monthly installments at the rate of \$ \_\_\_\_\_ dollars each on the 1<sup>st</sup> day of each month. **All rent payments shall be made without notice or demand from Lessor** by cash, check, Money Order, online-check, online-credit/debit card (additional charges apply) made payable to Lessor. A fee of \$5.00 per day will be assessed - for each day the rent is late starting on the 4th day of each month. A check returned to Lessor as insufficient funds will be charged \$40.00 plus late fees until the check is made good. The first payment is due no later than the **1<sup>st</sup> day of July, 2023**. The last payment will be due no later than the **1<sup>st</sup> day of June, 2024**. All payments will be processed the same day we receive them. **Please do not post-date checks.**

**SURRENDER OF HOLDOVER.** Upon the expiration of the Lease, Lessee shall surrender the premises in as good an order or condition as existed on the date of the commencement of the lease term. Lessee shall pay Lessor the sum of \$20.00 per key, per person, for failure to return the ORIGINAL key(s) to the Basham Rentals office upon expiration of the Lease. When all original keys have been returned to the office, it is assumed no one is living in the apartment, nor is there a plan to return or sublease in the future. At the termination of lease, or if the Lessee abandons the premises, Lessee grants Lessor permission to remove and dispose of any items left by Lessee in any manner Lessor deems necessary, and Lessee agrees to pay costs of such disposal.

**SECURITY DEPOSIT.** Lessee hereby agrees to pay the sum of \$ \_\_\_\_\_ (**\$ /each**) dollars as a security deposit for this lease. Lessee shall not apply said security deposit at any time to the payment of rent. If all covenants and conditions contained herein are complied with by Lessee, his/her remaining deposit, less any costs for damages, repairs, materials, painting costs, cleaning costs, carpet cleaning costs, unpaid rent, late charges or other charges etc., shall be refunded within forty-five days after termination of this lease. Upon default, Lessor may apply said sum to any liability, rent, costs or damages caused Lessor, without waiving right to further hold Lessee for liabilities, costs, or damages otherwise due. Once all the original keys are returned, Basham Rentals has 45 days (from the date the last key was returned or the end of lease) to complete the deposit return process. It is the responsibility of the Lessee to update the deposit return address on file with the Lessor.

**UTILITIES.** It is agreed that the Lessor will furnish at his expense the utilities identified in the tables below, and the Lessee will furnish at his expense the following utilities identified in the table below. Utilities **MUST** be scheduled to be in the lessees name by move-in date, which may not be the same as lease start date. **Utilities are NOT to be shut off until the end date of this term lease agreement.** If any utility goes unpaid or is shut off prior to the end date of this term lease agreement, the Lessor can affix a charge of \$50 Utility Charge to the Lessee.

DESCRIPTION	LESSOR	LESSEE
ELECTRIC		X
WATER		X
SEWAGE		X

DESCRIPTION	LESSOR	LESSEE
GAS	N/A	N/A
INTERNET/CABLE		X
TRASH	X	

**CONDITIONS AND ALTERATION.** Lessee agrees that no representation as to condition or repair of the premises, and no promise to decorate, alter, repair or improve the premises has been made, except such as is contained in the lease. Lessee agrees that he/she shall examine the premises prior to occupancy and that his/her occupancy shall be evidence of his/her satisfaction. Lessee shall make no alteration or additions to the premises, nor shall the Lessee install or have done any painting or decorating without the written consent of the Lessor. Except for reasonable wear and tear, Lessee shall at his/her own expense, maintain the premises and furnishings in clean and satisfactory condition and shall return them to the Lessor in the same or better condition at the expiration of the Lease. Lessee agrees to be responsible for the repair and maintenance to the premises caused by his/her neglect or improper use. **\*\*\*Washer & Dryer provided in some units.\*\*\*** Lessee will be charged and is responsible for the immediate payment of each service call where it is determined that the repairs were made necessary due to act or omission of Lessee. Lessee must promptly notify Lessor of any known or suspected bedbug presence in the unit. Lessee shall not treat for bedbugs. Bedbugs are carried into a home or apartment usually by someone who has recently traveled or someone may bring bed bugs by visiting and staying overnight. Lessor will require Lessee to pay all costs of cleaning and pest control treatments incurred by Lessor to treat for the bedbugs as well as any costs to inspect, clean, and/or treat other involved apartment units or areas where bedbugs have spread.

**USE OF PREMISES.** Lessee will occupy and use the premises for his/her private residence and for no other purpose. The premises will be occupied by no more than \_ person(s). Lessee shall not make or permit any disturbing noise or odors; nor shall they interfere with the rights and comforts of their co-tenants. Lessee must follow all West Lafayette City Ordinances. Basham Rentals requires all tenants to abide by our policies and procedures. Lessee shall not use the premises for ANY illegal purposes.

**LESSOR'S NONLIABILITY.** Lessor shall not be liable to Lessee or the members of Lessee's family, their employees, guests or invites, for injury to the person or for loss or damage to any property, including that arising from theft, vandalism or casualty, occurring upon the leased Premises, or in other areas common thereto, including the roof, lawn, sidewalks and parking areas.

**RENTER'S INSURANCE.** Lessee is required to carry liability insurance for damage caused to the premises by resident's negligence, and is recommended to carry Renters Insurance to cover damage to personal property. This insurance is for your protection.

**ASSIGNMENT. This lease cannot be broken.** It shall not be assigned or transferred by operation of law or otherwise without prior consent of Lessor. If the lessee chooses to sublet the apartment, a fee of \$100 per sublessee shall be paid and the required Basham Rentals sublease agreement will be signed and returned to the Lessors. The Lessee will assume all responsibility for subletting this premises, including giving keys and parking pass to subtenant and collecting rent from subtenant. Lessee further agrees to assume all responsibility for any damages during the sublease period. There will be an unauthorized subtenant fee of \$500.00 if a sublease is not registered and approved. Basham Rentals reserves the right to refuse any sublease agreement.

**PETS. No pets are allowed without prior written authorization from the Lessor.** If a pet is seen on the premises, at any time, there will be an unauthorized pet fee of \$500.00 per month, from the start of the lease. A pet fee of \$750.00 per dog, \$500.00 per cat and \$250.00 for ferrets, rabbit, guinea pigs, etc. is due before the pet move-in date. NO MORE THAN TWO PETS ARE ALLOWED PER APARTMENT, AT ANYTIME, FOR ANY REASON. ABSOLUTELY NO PUPPIES (UNDER ONE YEAR OLD) WILL BE ALLOWED AT ANY TIME. All other animals not specified must be authorized by Lessor or the Lessor's representative. Upon signing the lease, Lessee agrees to follow all rules set by the Lessor in the Basham Rentals pet policy.

**ENTRY RIGHTS.** Lessor reserves the right to enter the premises at all reasonable hours (between 8:00 a.m. to 7:00 p.m.), for the purpose of inspection, repairs, alteration, or to exhibit the premises to prospective tenants or purchasers. If the Lessee has locked him/herself out of the residence, the Lessor shall charge \$25.00 to unlock the residence, if not during normal operating hours (fee may be withheld from Lessee's security deposit). Normal business hours are Monday through Friday, 9:00 a.m. to 4:00 p.m., holidays excluded. There is no lock-out fee during normal hours. If, for any reason, the Lessee deems that the locks should be changed in the apartment, the Lessee agrees to pay the Lessor ensuing charges. A lock change incurs a fee of \$75.00 for one door, and \$115.00 for two doors. If the apartment has a front and back door, both locks must be changed accordingly.

**DEFAULT.** Upon failure to pay any installment of rent due, or if Lessee shall violate any other term, condition or covenant of this Lease, or if Lessee shall fail promptly to take possession of or shall abandon the premises, Lessor shall have the right to re-enter and re-possess the premises and change the lock on entry door to prevent Lessee's re-entry until such defaults are corrected, and in such event this Lease and all rights of Lessee as tenants shall terminate, but the Lessee shall remain liable for the rent herein specified during the remaining term of this Lease, plus Lessor's cost of repossessing. If Lessee shall violate any term or condition of this Lease, then Lessee shall pay all costs and expenses, including attorney fees, incurred by Lessor in connection with its exercising any rights or remedies it may have under this Lease because of such violation.

**PARKING.** By signing this lease agreement, Lessee indicates knowledge of the Basham Rentals parking policy. ANY VEHICLE, parked AT ANY TIME, in a Basham Rentals lot is REQUIRED to have a valid (current) Basham Rentals tag posted, on the bottom corner of the driver's side windshield. Lessee further understands that ANY VEHICLE NOT DISPLAYING such a sticker WILL BE TOWED from the lot, at owners' expense, in order to ensure available parking for the building's tenants. Lessee understands that Basham Rentals WILL NOT BE HELD LIABLE for costs of towing and/or recovery of any vehicle removed from any lot if that vehicle does not have visible Basham Rentals authorization as prescribed herein. In addition, Lessee understands that Basham Rentals CANNOT guarantee a parking space in each lot for each authorized vehicle, understanding that parking may be required along the street. Lessee acknowledges parking can be revoked at Lessor's discretion.

**COMMUNICATION.** Lessee understands communication will be sent by email and accepts responsibility for acceptance of emails. Lessee also understands other forms of communication such as: phone, text, bulk emails, delivery of memos, etc. will be used by Lessor.

**IN WITNESS WHEREOF,** Lessor and Lessee are signing in agreement, making the lease valid, on date written on top right of front page.

\_\_\_\_\_  
LESSEE SIGNATURE

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LESSEE SIGNATURE

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LESSEE SIGNATURE

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LESSEE SIGNATURE

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LESSOR / BASHAM RENTALS REPRESENTATIVE

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